

**THIRD AMENDMENT TO
OUTSIDE COUNSEL SERVICES AGREEMENT BETWEEN
THE REDEVELOPMENT AGENCY OF THE CITY OF SUNNYVALE
AND GOLDFARB & LIPMAN, LLP**

THIS THIRD AMENDMENT to the Outside Counsel Services Agreement (hereinafter "Third Amendment") is entered into on _____, 2006, by and between the Redevelopment Agency of the City of Sunnyvale ("Redevelopment Agency"), and Goldfarb and Lipman, LLP.

WHEREAS, on December 1, 2003, the parties entered into an Agreement for Outside Counsel Services ("Agreement") to assist the Agency Counsel with matters pertaining to the redevelopment of downtown Sunnyvale and related real estate advice, and has been amended twice to continue the services provided under the Agreement through June 30, 2006; and

WHEREAS, the parties now desire to enter into a third amendment to the Agreement so that services under the Agreement may be continued through June 30, 2009.

NOW THEREFORE, the Outside Counsel Services Agreement dated December 1, 2003, between the Redevelopment Agency of the City of Sunnyvale, a municipal corporation, and Goldfarb and Lipman, LLP, is amended as follows:

1. For purposes of clarifying the contracting parties, the Agreement is hereby amended by substituting the term "Redevelopment Agency of the City of Sunnyvale" in each instance where the term "City of Sunnyvale" occurs, and the term "Agency Counsel" in each instance where the term "City Attorney" occurs.

2. Section 2.0. is hereby amended to read:

2.0. TIME OF PERFORMANCE.

The term of this Agreement shall be from July 1, 2006 through June 30, 2009.

3. Section 4.1 is hereby amended to read:

4.1 Compensation.

Fees for all legal services provided hereunder shall be charged in accordance with Exhibit "A" which is attached and incorporated by reference. Exhibit "A" may be amended, from time to time, to alter fees and charges applicable hereto provided that a letter agreement is duly signed and approved by the City Attorney. The total amount of fees and expenses shall not exceed \$150,000.00.

3. Except as amended above, all other terms and conditions of the Agreement dated December 1, 2003, shall remain in effect.

IN WITNESS WHEREOF, the parties have executed this Agreement.

CITY OF SUNNYVALE
REDEVELOPMENT AGENCY

By _____
David E. Kahn, Agency Counsel

GOLDFARB AND LIPMAN , LLP

By _____
Lee C. Rosenthal

ATTORNEYS AND RATE SCHEDULE

M David Kroot	250
Lee C. Rosenthal	250
John T. Nagle	250
Polly V. Marshall	250
Lynn Hutchins	250
Karen M. Tiedemann	250
Thomas H. Webber	250
John T. Haygood	250
Dianne A. Jackson McLean	250
Michelle D. Brewer	250
Jennifer K. Bell	250
Robert C. Mills	250
Isabel L. Brown	240
James T. Diamond, Jr.	235
William F. DiCamillo	210
Margaret F. Jung	210
Juliet E. Cox	210
Erica Kyle Williams	210
Heather Gould	190
Amy DeVaudreuil	180
Barbara Kautz	180
Luis A. Rodriguez	165
Senior Law Clerks	135
Law Clerks	125
Project Coordinators	125